



Civil Resolution Tribunal

Date Issued: June 23, 2025

File: ST-2023-007146

Type: Strata

Civil Resolution Tribunal

Indexed as: *Ciok v. The Owners, Strata Plan NW1378*, 2025 BCCRT 847

BETWEEN:

CHARLOTTE CIOK

APPLICANT

AND:

The Owners, Strata Plan NW1378

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Mark Henderson

INTRODUCTION

1. This dispute is about access to records about strata employment contracts.
2. The respondent strata corporation, The Owners, Strata Plan NW1378, operates a golf course, grill, and clubhouse on its common property. The applicant, Charlotte

Ciok is a strata lot owner who requested several records relating to the golf course and clubhouse business.

3. The strata has refused to provide these records because it says the information is either already available to Ms. Ciok through the strata's online document portal, PowerStrata, or the information and documents are protected by the *Personal Information Protection Act* (PIPA).
4. Ms. Ciok represents herself. A strata council member represents the strata.

JURISDICTION AND PROCEDURE

5. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over strata property claims under *Civil Resolution Tribunal Act* (CRTA) section 121. CRTA section 2 says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute's parties that will likely continue after the CRT process has ended.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. I find that an oral hearing is not necessary.
7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, even where the information would not be admissible in court.
8. Under CRTA section 123, in resolving this dispute the CRT may order a party to do or stop doing something, order a party to pay money, or order any other terms or conditions the CRT considers appropriate.

ISSUE

9. Has the strata met its obligations under SPA sections 35 and 36 or must the strata give Ms. Ciok copies of the documents that she requested in March 2023?

EVIDENCE AND ANALYSIS

10. In a civil proceeding like this one, Ms. Ciok, as applicant, must prove her claims on a balance of probabilities (meaning more likely than not). I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find necessary to explain my decision.
11. The strata consists of 132 strata lots and common property which includes a 16-slip dock, a 9-hole golf course, a clubhouse with grill, tennis and pickleball courts. Non-management employees of the golf course and grill are subject to a collective bargaining agreement. The strata says the golf course and grill are separately managed. However, the strata included in its evidence an email dated March 14, 2023, from the strata's lawyer. The email notes that the golf business is not separate from the strata and the strata's name appears on agreements as The Owners of Strata Corporation NW1378 dba Nico Wynd Golf Club. There is no evidence that the strata incorporated a separate entity to operate the golf club. Although none of the contracts have been produced in evidence, based on the lawyer's email, I accept that the strata is a named party to the contracts.
12. Ms. Ciok has phrased her request for records in different ways in her Dispute Notice and in her submissions. In her first request on March 6, 2023, Ms. Ciok asked the strata for the for the following:
 - a. A copy of the general manager's contract, job description and performance plan,
 - b. Any administration or management contracts outside the scope of the union collective agreement,

- c. A complete list of staff receiving any type of compensation from September 1, 2022, to March 6, 2023,
 - d. The amount of remuneration and reason for expenditure to any individual outside of the collective agreement, and
 - e. That when collected the information related to any administration or management contracts be posted on PowerStrata so that all owners can view the information.
13. On March 20, 2023, the strata denied Ms. Ciok's request for the general manager's contract, any management contracts, and a complete list of staff receiving remuneration. The strata relied on the Personal Information Protection Policy included in the Golf Course Policy Manual for this refusal. The strata also referred Ms. Ciok to the strata's summary of golf expenses on PowerStrata for information about remuneration outside of the collective agreement.
14. In her submissions, Ms. Ciok seeks an order for the strata to provide her with:
- a. All non-union employment contracts for the period September 1, 2022, to December 1, 2024,
 - b. Details of any verbal agreements involving remuneration to non-union individuals or companies for the period September 1, 2022, to December 1, 2024, and
 - c. That the strata notify all other owners that this information is available on request.
15. Ms. Ciok's request for the non-union employment contracts remains the same as her original request albeit with amended dates. I address the request for verbal agreements involving remuneration to non-union employees below.

Must the strata give Ms. Ciok the requested documents?

16. SPA section 35 sets out the strata's obligations to create and retain records. SPA section 35(2)(g) requires the strata to keep written contracts to which the strata corporation is a party. SPA section 36 says that on receiving a request from an owner, the strata must provide access to the records set out in section 35 of the SPA, either by making them available for inspection or copying them.
17. In its submissions, the strata said its contracts with the general manager and the golf superintendent are employee contracts and contain personal information. The strata also says that PIPA section 23(b) permits the strata to withhold these contracts because they contain personal information. The strata also says that the contracts contain commercial information that could harm the golf course and restaurant's competitive position. The strata also provided evidence from the general manager and golf superintendent that they had each withdrawn their consent to share their employment contracts.
18. PIPA section 18(1)(o) says that an organization may disclose personal information about an individual without the individual's consent if the disclosure is authorized or required by law. I find that since SPA section 36 requires the strata to make the documents listed in section 35 available to the requesting owner, SPA section 36 meets the requirement for disclosure under PIPA section 18(1)(o). I note my finding is consistent with several other non-binding CRT decisions. See, for example, *Ottens et al v. The Owners, Strata Plan LMS 2785 et al*, 2019 BCCRT 730.
19. The strata says *Ottens* is distinguishable because it refers to documents about air conditioners not to employment contracts. I find that SPA section 35 does not distinguish between different types of documents.
20. The strata also says that PIPA section 3(5) supersedes SPA section 35. PIPA section 3(5) says that where a provision of PIPA conflicts with another Act, PIPA prevails unless the other Act expressly says that it prevails despite PIPA. Here, I find that there is no conflict between PIPA and the SPA. PIPA section 18(1)(o) provides that other enactments may authorize or require the release of personal

information, and if they do, PIPA does not prevent the disclosure. SPA section 36 meets this definition, so I find there is no conflict.

21. The strata also says that Ms. Ciok has not explained her reason for requesting these documents. SPA section 36 does not require an owner to provide reasons for requesting particular records. See, for example, *Francis v. The Owners, Strata Plan LMS 2854*, 2020 BCCRT 1445 at paragraph 30.
22. The strata also relies on PIPA section 23(3)(b) which does not require organizations to disclose personal information if the disclosure would reveal confidential information that could harm the competitive position of the organization. However, PIPA section 23 places limits where the requestor is seeking access to their own information. Ms. Ciok has not requested access to her own personal information. So, I find that PIPA section 23 does not apply to this request.
23. As noted above, the relevant employees withdrew their consent to share their employment information. However, PIPA section 19(2)(a) permits an organization to disclose employee personal information without the consent of the employee where PIPA section 18 allows the disclosure without consent.
24. I appreciate that the strata was motivated to protect its employees from an unwanted intrusion into their affairs, but the combined effect of PIPA and the SPA is mandatory. For these reasons, I find that the strata breached SPA section 36 by refusing to provide the non-union employment contracts to Ms. Ciok. I order the strata to give Ms. Ciok copies of all non-union employment contracts for the period September 1, 2022, to December 1, 2024, including the contracts with the general manager and golf superintendent.
25. Ms. Ciok also requested details of any verbal agreements involving remuneration to non-union individuals or companies. Since SPA section 35(2)(g) refers expressly to written contracts, I find that verbal agreements are not within SPA section 35(2)(g)'s scope, so I refuse to make this order.

26. SPA section 36 does not require the strata to post these contracts on PowerStrata or otherwise advise other owners of the disclosure. So, I refuse to order the strata to advise the other owners that this information is available.

CRT FEES AND EXPENSES

27. Under section 49 of the CRTA, and the CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I therefore order the strata to reimburse Ms. Ciok for CRT fees of \$225. As the strata was unsuccessful, I dismiss its claim for dispute-related expenses.

28. The strata must comply with section 189.4 of the SPA, which includes not charging dispute-related expenses against the owner.

ORDERS

29. I order the strata to give Ms. Ciok copies of all non-union employment contracts for the period September 1, 2022, to December 1, 2024, including the contracts with the general manager and golf superintendent. I dismiss her other claims.

30. Within 30 days of the date of this decision, I order the strata to pay Ms. Ciok \$225 in CRT fees.

31. Ms. Ciok is also entitled to post-judgment interest under the *Court Order Interest Act*.

32. This is a validated decision and order. Under section 57 of the CRTA, a validated copy of the CRT's order can be enforced through the British Columbia Supreme Court. Under section 58 of the CRTA, the order can be enforced through the British Columbia Provincial Court if it is an order for financial compensation or return of personal property under \$35,000. Once filed, a CRT order has the same force and effect as an order of the court that it is filed in.

Mark Henderson, Tribunal Member